



**GEFORCE  
NOW™**

**POWERED BY**



## CloudGG Portal Terms of Service

### 1. General

These CloudGG Portal Terms of Service (“Terms”) are a legal agreement between Pentanet Limited (ABN 29 617 506 279) of 2/8 Corbusier Place, Balcatta, (“Pentanet”, “we” or “us”) and you, the user of the Portal (“you” or “your”). By accessing or using the CloudGG Portal (“Portal”, “Platform”), you agree to be bound by these Terms.

### 2. Registration and usage

The Portal is an online platform maintained by Pentanet that enables users to access materials, enter competitions, access services, upload materials, store and manage payments and subscriptions, and send and receive communications. Registrations for the Portal must be completed by persons aged 18 years or older. Registrations for children under 18 years of age require the permission of a parent or legal guardian. By proceeding to use the Portal, you confirm that you are 18 years of age or older or are under the age of 18 and have your parent/legal guardian’s consent to your registration. If you are under the age of 18 when you create your Account, Pentanet may require you to actively re-confirm your acceptance of these Terms once you have turned 18.

You become a user of the Portal when you create a Portal account (“Account”). You must provide us information that is accurate and complete, and keep that information current for so long as your Account is active. Failure to do so constitutes a breach of the Terms, which may result in immediate suspension or termination of your account.

By creating an Account or using or accessing the Portal, you warrant that you have authority to enter into and to perform your obligations under these Terms of Use, that you will comply with all applicable laws in connection with your use of the Platform, and that you have the ability to perform, and will perform, your obligations under these Terms.

You are responsible for the confidentiality of your Account login and password and for the security of your computer system. You are responsible for any activities or actions under your login and password, and Account. You agree not to disclose your password to any third party. Pentanet is not responsible for the communication and activity that results from use of your login name and password by you, or by any person to whom you may have intentionally or negligently disclosed your login and/or password, or if you leave your Account logged in or save your login and password on a device that is not secured and is able to be accessed by a third party. You must notify us immediately upon becoming aware of any breach of security or unauthorised use of your Account.

### 3. Permitted use

You must use the Portal and any associated services or links in a lawful manner and must adhere to any rules, regulations and laws that apply to your Portal use. You are responsible for ensuring all content uploaded through the Portal (“Content”) is owned by you, or that you have appropriate permissions to upload third party content, and you represent and warrant that the submission of the Content through the Portal does not and will not infringe the rights, including without limitation, the intellectual property rights, of any person or other third party. Any Content which is reported as or suspected of infringing the intellectual property rights of a third party, or deemed to infringe on the intellectual property rights of a third party may be removed by Pentanet at any time without notice, including in response to a third party request.

By submitting any Content through the Portal, you grant to Pentanet a non-exclusive, perpetual, irrevocable, worldwide, royalty-free licence to use, reproduce, modify, display, make available (including by sub-licence) and distribute, and otherwise use, exploit and dispose of the Content you have submitted for any purpose and in any media (now known or developed in the future), including but not limited to the extent necessary for Pentanet to provide the Portal to you, the other users affiliated with the Licensee with whom you interact, and its other customers ("Content Licence"). You acknowledge that the Content Licence includes, without limitation, the right to exploit the Content online and in print and digital formats, and you irrevocably consent to the adaptation, reproduction, editing, re-titling, alteration, adding to and/or deleting from, rearrangement, transposing, translation and exploiting of the Content by Pentanet and its sub-licensees for any purpose and in any media (now known or developed in the future) including but not limited to the reproduction, publication, communication to the public and adaptation of the Content and any works derived therefrom. For the avoidance of doubt, you further acknowledge and agree that the Content Licence will continue in perpetuity notwithstanding the fact that Content you display, post, upload onto, publish or otherwise submit in your use of the Portal may be removed or deleted by you, in your sole discretion. Any rights (including intellectual property rights) in any adaptation, reproduction, editing, re-titling, alteration, adding to and/or deleting from, rearrangement, transposing, translation and exploiting of the Content by Pentanet will be owned solely and exclusively by Pentanet/its nominee, and you acknowledge and agree that you have no claim or entitlement to any such rights or items.

You must not use the Portal and any associated services or links in a manner which interferes with the operation of the Portal, or tampers with the execution of the Portal or any related services or links. You must not use or access the Portal for purposes which are unlawful, illegal or prohibited, including but not limited to the following:

- (a) activities that are criminal or otherwise illegal in nature, including but not limited to fraud, harassment, spamming and infringement of intellectual property rights;
- (b) commercial advertising and soliciting activities;
- (c) activities that are automated uses of the Portal, other than those included as part of the Portal's functionality;
- (d) activities that involve impersonation of another user of the Platform or any other person or entity; or
- (e) activities that involve using the Platform in a manner that is contrary to these Terms of Use or inconsistent with any applicable laws and regulations.

Any user conduct which is reasonably suspected to be illegal or in breach of these Terms may result in the immediate suspension, termination or modification of the associated user Account.

#### **4. Conduct standards**

Pentanet supports an enjoyable and safe gaming environment for all our users. We encourage respect, cooperation, and healthy competitive play for the gaming community. When using online communication, it is important to behave in a way that does not cause harm or offense to others.

Transmitting Content or communicating in a way which we reasonably believe to be offensive to other users, including Content or language that may be considered unlawful, harmful, threatening, abusive, vulgar, obscene, sexually explicit, or racially or ethically objectionable, or is otherwise objectionable is unacceptable. Any user found to be violating these communication expectations may have Account restrictions applied. Serious or repeated violations may result in immediate Account termination.

User Account names or profile images are also subject to the standards detailed above. Account names or images chosen by users which are deemed unacceptable by Pentanet may result in the name or image being changed, requested to be changed, and/or Account restrictions being applied.

#### **5. Beta participation - no guarantee**

Registering for and using the Portal is one of several eligibility requirements to participate in the GeForce NOW Powered by Pentanet ("GFN") beta trial. The GFN beta trial will be conducted by invitation only, and participants will be selected at Pentanet's sole discretion. Accessing the Portal does not guarantee a place in the GFN beta trial, and Pentanet makes no representation of such. Additional terms and conditions may apply to the GFN beta trial, and must be accepted as a condition of participation.

## 6. Disclaimer

The Portal and all information contained therein, including all content, software, functions and materials, is provided in good faith on an “as is” basis. To the maximum extent permitted under applicable law, Pentanet, and its officers, representatives, affiliates, agents and contractors, expressly disclaim all warranties, whether express, implied, statutory or otherwise, with respect to the Portal, including all implied warranties of merchantability, acceptability of quality, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. In no circumstances shall Pentanet be responsible for any loss or damage, including personal injury or death, resulting from use of the Portal, from any Content submitted as part of the Portal or from your conduct, whether online or offline.

We do not make any representation or warranty that the information contained on the Portal is reliable, accurate, error free or complete or that your access to that information will be uninterrupted, timely or secure. We do not accept responsibility for loss suffered as a result of reliance by you upon the accuracy or currency of information contained in this Portal. You agree that Pentanet is not responsible for any problems, failures or technical malfunctions of any telephone lines or networks, computer online systems, servers or providers, computer equipment, software, or any other object or material, related to your use of the Portal, including but not limited to any damage resulting from the access or use of the Platform.

Without limitation to the foregoing, Pentanet provides no warranty or undertaking, and makes no representation of any kind that the Portal or any associated services or links:

- (a) will meet your requirements;
- (b) achieve any intended results;
- (c) be compatible or work with any other software, applications, systems, or services;
- (d) operate without interruption;
- (e) meet any performance or reliability standards;
- (f) be error free or that any errors or defects can or will be corrected; or
- (g) that the Portal, its servers, the content, or e-mails sent from or on behalf of Pentanet are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

You should make your own enquiries and seek advice before acting or relying on any information or material which is made available to you pursuant to the Portal.

## 7. Limitation of liability

To the maximum extent permitted by law, in no event shall Pentanet, its officers, representatives, affiliates, agents, suppliers or subcontractors be responsible or liable to you for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, for business interruption, for personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Portal, third-party software and/or third-party hardware, or otherwise in connection with any provision of these Terms), even if Pentanet or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

To the extent permitted by law, in no event will Pentanet, its officers, representatives, affiliates, agents, suppliers or contractors' total cumulative liability arising or relating to these Terms or arising from or in connection with the Portal exceed \$20 AUD. To the extent that it is entitled to do so, Pentanet limits its liability in respect of any breach of any applicable legislation which cannot lawfully be excluded (including the Competition and Consumer Act 2010 (Cth)) to:

- (a) in the case of goods, and at the sole option of Pentanet, either
  - (i) the replacement of the goods or the supply of equivalent goods;
  - (ii) the repair of the goods;
  - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
  - (iv) the payment of the cost of having the goods repaired; and
- (b) in the case of services, and at the sole option of Pentanet, either
  - (i) the re-supply of the services; or
  - (ii) the payment of the cost of having the services re-supplied.

## 8. Indemnity

You agree to indemnify and hold Pentanet, its officers, representatives, affiliates, agents, suppliers or contractors (“Indemnified Parties”), from and against any loss (including legal costs and expenses on a solicitor/own client basis) or liability incurred or suffered by any of the Indemnified Parties in relation to any claim, suit, demand, action or proceeding by any person against any of the Indemnified Parties arising from your use of the Portal, any Content submitted by you, or any breach by you of these Terms, including but not limited to the representations and warranties made by you as set out in these Terms.

## 9. Competitions and Promotions

Any competitions or promotions available through the Portal may be governed by terms that are separate from these Terms.

If you participate in any competitions or promotions, you are required to review the specific competition or promotional terms as well as our Privacy Policy. If the rules for a competition or promotion are inconsistent with these Terms, the competition or promotional terms apply to the extent of the inconsistency.

## 10. Privacy policy

By using the Portal, you agree to our [Privacy Policy](#), which forms part of these Terms.

We will collect, use, store and disclose the personal information contained in the Portal in a manner consistent with our obligations under the Privacy Act 1988 (Cth).

Our Privacy Policy explains:

- (a) What types of information we may collect from you;
- (b) How we collect personal information;
- (c) How we use personal information;
- (d) How we may share personal information;
- (e) How we hold personal information;
- (f) How you may access and update personal information; and
- (g) How to make a privacy complaint.

## 11. Payment Information

Subscriptions, services or goods for purchase may be offered through the Portal which result in the collection of billing and payment information to process payments. Online payments will be processed through Stripe Payments Europe, Limited (“Stripe”). Credit card payments may attract a surcharge. By making a payment through the Portal, you agree to the stated charges, including GST and any applicable surcharges, for successful credit or debit card payments. Any credit or debit card related data (including your card details) will be processed and stored by the Stripe API or Stripe portal, which is fully compliant with Payment Card Industry standards. You should carefully review the terms that apply to the services of Stripe, including its privacy policy.

You are responsible for ensuring accurate and correct payment information is provided through the Portal. Subject to any responsibilities implied by law and which cannot be excluded, Pentanet, its officers, representatives, agents, affiliates and contractors are not liable to you for any losses, damages, liabilities, claims and expenses (including legal costs and defence or settlement costs) whatsoever arising out of or referable to payments made through the Portal.

## **12. Intellectual property**

All Intellectual Property rights (“IP Rights”) comprised in or derived from the Portal, or in connection with the Portal, are owned by us or the relevant third party owners. If any license is granted to you in connection with the Portal, or its associated services, you acknowledge and agree that this does not grant you any ownership of or usage permissions for IP Rights in respect of our or any third party intellectual property.

Nothing herein gives you a right to use any of our trade names, trade marks, service marks, logos, domain names, or other distinctive brand features. Except to the extent permitted by law, you may not modify, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, decompile, or otherwise attempt to decipher any code in connection with the Portal and/or any other aspect of Pentanet or associated third party technology, except as permitted by us.

## **13. Changes to these Terms of Service**

We reserve the right to make changes or add to these Terms from time to time by posting updated Terms on our website or by making them accessible in the Portal. We will use reasonable endeavours to notify you by email or other communication in such an event. By accessing the Portal after these Terms have been updated, you signify your agreement to the new Terms. If you do not agree with the revised Terms, you must not use the Portal, and should deactivate your Account.

## **14. Term and termination**

### **14.1. Term**

These Terms apply to you starting on the date you first indicate your acceptance of these terms (including by accessing or using the Portal) and continue until we terminate these Terms, or until your Account is deactivated, or you stop using the Portal (whichever is later).

### **14.2. Termination by you**

You may cancel your account by providing us with notice in writing, or by otherwise following the prompts as outlined in the Portal under the ‘Settings’ section. Cancelling your Account will also cancel any associated services or subscriptions which are accessible through the Portal. The cancellation of your Account will not entitle you to any refunds, if any payments have been made in advance for a particular subscription or service period.

### **14.3. Termination by us**

We may terminate or suspend your access to the Portal:

- (a) in the event that you use the Portal in any manner which is illegal or prohibited;
- (b) in the event that you breach any of these Terms, or any other terms and conditions which may form part of the Portal or associated services;
- (c) in the event Pentanet suspects you have breached any of these Terms, or any other terms and conditions which may form part of the Portal or associated services; or
- (d) in any other event at our sole discretion, exercised reasonably.

## **15. Governing law**

These Terms of Service are governed by and construed in accordance with the laws in force in the State of Western Australia and each party submits to the exclusive jurisdiction of the courts of that State. Both parties agree to comply with all applicable local, state, and federal laws, rules, and statutes, including, but not limited to, applicable regulations governing use, transmission and/or communication of content, in connection with their performance, participation, access and/or use of the Portal and associated services or links.

## 16. General

- (a) You agree that these Terms constitute the entire agreement between you and Pentanet regarding your access and use of the Portal.
- (b) You acknowledge the right of Pentanet to take action against you to prevent a breach of these Terms and further acknowledge that damages may not be an appropriate remedy in those circumstances. You also acknowledge that the failure of Pentanet to exercise or enforce any right or provision of these Terms shall not operate as a waiver of such right or provision.
- (c) You expressly agree and acknowledge that you are not authorised or permitted to bind Pentanet in any way whatsoever in relation to any contract or agreement with any third party.
- (d) Every provision of these Terms is independent of the other. Any provision which is prohibited or unenforceable in any jurisdiction will be ineffective to the extent only of such prohibition or unenforceability, and the other provisions will continue in full force and effect.
- (e) You agree that you will do all things necessary to give full effect to these Terms and any transactions contemplated by them.

## 17. Contact us

If you have any questions about these Terms and Conditions, you can contact us:

By email: [gfn@pentanet.gg](mailto:gfn@pentanet.gg)